

Zemanek-Münster

Duties to Supply Information for Concluding Contracts in e-Commerce Transactions

In order to conclude contracts in e-commerce transactions, the entrepreneur is required to supply the customer (be it entrepreneur or consumer) with the following information under Sect. 312i of the German Civil Code (BGB) in conjunction with Art. 246c of the Introductory Act to the German Civil Code (EGBGB):

- 1) details of the individual technical steps leading to the conclusion of a contract;
- 2) whether the entrepreneur will be storing the wording of the contract after it has been concluded, and whether the customer can access this text;
- 3) how the customer, using the technical means provided in keeping with Sect. 312i (1) Cl. 1 No. 1 of the German Civil Code, can identify and correct input errors before making the contractual declaration;
- 4) the languages available for concluding the contract, and
- 5) all relevant codes of conduct to which the entrepreneur has committed, and ways of gaining electronic access to these rules.

Further explanations about these requirements in relation to your contractual relationship with us are provided below:

Regarding 1) The items offered by the Seller on the Internet constitute an offer to sell.

To register for the Timed Online Auction, you need an account for our website. You can choose your own username and password. During registration, mandatory information is marked as such; other particulars are voluntary. If you have already used the archive function of our website, you already have such an account. To participate in the auction itself, you must register via "Registration"; registrations from previous auctions have expired. Before the registration is sent, you must agree to the terms of the contract and the data protection regulations; it also includes the „Duties to Supply Information for Concluding Contracts in e-Commerce Transactions“, the „Duties to Supply Information for Distance Selling Contracts“ and the „Cancellation Policy with Sample Cancellation Form“. You can download and save this information. You can also view and download these provisions at any time under “ Conditions of sale for Timed Online Auctions” at www.tribalart.de.

After registering for the internet auction and personal check by us you will receive a confirmation by e-mail including your username, bid number and the link to our internet auction platform

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If you want to make a bid for an item, you can enter the highest amount you would spend on it under "Bid". This amount will be utilized only to the extent required to outbid all other bids. You can review the bids at any time under "Bid history". You can review your amount at any time under „Your bids“ > „active absentee bids“, > „lots outbid“, > „lots in the lead“, > „lots won“.

A contract will be concluded – assuming you are the highest bidder – only when "Confirm Bid" is pressed. Any other action in the browser, for example clicking the link "Back to the auction", cancels the bidding procedure.

If you are the highest Bidder at this time, you will receive the message: "You won this lot" and a purchase contract comes into existence between yourself and the Seller. You will be sent a bill, and you can decide how you want the item sent („Will collect“ or by a shipper).

Payments by the Buyer are generally only made by bank transfer. Payments by credit card are only possible up to an amount of EUR 1,000. All costs and fees for the transfer (including the bank charges deducted from the auctioneer) are borne by the Buyer. The packaging and shipping of auctioned items is done at the expense and risk of the Buyer.

Regarding 2) The wording of the contract is not stored. You have the option of copying your bidding data and printing it out for your records. During the course of an auction, you can check the status of your bids at "Your bids" > "lots won", "lots in the lead", "lots outbid", "active absentee bids". Other information from previous auctions have expired.

Regarding 3) In case that you want to change your bid, a link is also provided before you confirm a bid. Any changes concerning your master data must be given to the auctioneer in written form.

Regarding 4) Contracts can be concluded in German and English.

Regarding 5) Zemanek-Münster has not committed itself to any code of conduct, however it is a member of 'Bundesverband Deutscher Kunstversteigerer e.V. (BDK), [Homepage | BDK](#), which have committed itself to a code of conduct, that the members have accepted for themselves.

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In addition, there are special duties towards consumers to supply information in e-commerce transactions under Sect. 312j (2) of the German Civil Code in conjunction with Art. 246a, Sect. 1 (1) Cl. 1 Nos. 1, 4, 5, 11, 12 of the Introductory Act to the German Civil Code, which we meet through the following provisions:

- **Goods Offered / Contract Closure:** The art works offered are used, and their condition reflects their age and their previous history. The price takes any defects into account. The items offered by the Seller on the Internet or otherwise constitute offers to sell. The Bidder makes a binding bid. This bid lapses when an effective higher bid is made by another bidder or by the Bidder itself. The highest bid at auction closure decides the purchase contract concluded. The contract comes into existence between the Bidder (subsequently Buyer) and the respective Seller. The specifications of the items offered by the Seller are non-binding. The auction process, the ordering procedure and the conclusion of a contract in an online purchase transaction staged as an Internet auction (e-commerce) are described above.
- **Prices and Delivery & Freight Costs:** The indicated price is a net price. An additional premium will be added, as well as VAT resulting from the premium. CITES certificates, export permits as well as any customs duties incurred for deliveries to countries outside Germany shall be borne by the Buyer.
The packaging and shipping of auctioned items is done at the expense and risk of the Buyer.
- **Minimum Term:** The contract does not have a minimum term. The period during which the Bidder is bound by its bid is determined by the duration of the Internet auction and the highest bid at the time..

We would like to point out that further duties to supply information based on other provisions are not affected, and we comply with these through appropriate documents, such as the „Duties to Supply Information for Distance Selling Contracts“ or the „Cancellation Policy“.

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